

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 14	
1. CONTRACT PURCH ORDER/AGREEMENT NO. W56HZV-04-P-0397			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2004JAN12		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA4		
6. ISSUED BY TACOM WARREN BLDG 231 AMSTA-AQ-AHED ROSHAWN BUSTER (586)574-7179 WARREN, MICHIGAN 48397-5000 EMAIL: BUSTERR@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE W56HZV		7. ADMINISTERED BY (If other than 6) DCMA MANCHESTER 2 WALL ST. MANCHESTER NH 03101-1518  SCD: C PAS: NONE ADP PT: HQ0337				8. DELIVERY FOB  <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
9. CONTRACTOR  NAME AND ADDRESS FERROTEC USA FERROTEC (USA) CORPORATION 40 SIMON ST NASHUA, NH. 03060-3075  TYPE BUSINESS: Other Small Business Performing in U.S.			CODE 1Y2L2		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED	
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15								
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337 MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2		
16. TYPE OF ORDER DELIVERY/CALL PURCHASE X THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD)  <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE FMS REQUIREMENT											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586)574-7183 BY: CONTRACTING/ORDERING OFFICER							25. TOTAL \$33,150.00		26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						34. CHECK NUMBER		35. BILL OF LADING NO.			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	
40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.							

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-P-0397 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> FERROTEC USA		

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

THE INFORMATION LISTED BELOW APPLIES TO ALL REQUISITIONS ON THIS ORDER.

0000-00-000-0000 is not a valid NSN. NSN's are not applicable for these requirements.  
Requirement is for Part Numbers specified.

PACKAGING AND MARKING

BEST COMMERCIAL EXPORT PACKAGING

MARKING OF EXTERIOR PACK TO BE IN ACCORDANCE WITH MIL-STD-129N DATED 97 MAY 15. IN ADDITION TO THE MARKING REQUIREMENTS OF MIL-STD-129N THE OUTER PACKAGE SHALL BE MARKED WITH THE 14 DIGIT MILSTRIP AND THE PART NUMBERS. BAR CODING NOT REQUIRED.

INSPECTION AND ACCEPTANCE

EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMC.

ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-P-0397 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 14
<b>Name of Offeror or Contractor:</b> FERROTEC USA		

THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICER AND/OR YOUR AREA DCMC. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUYER IN BLK #6.

PLEASE MAIL ADDITIONAL COPY OF DD 250 TO:

US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND  
ACQUISITION CENTER, ATTN: AMSTA-AQ-AHED/SNAP #101  
WARREN, MI 48397-5000

PLEASE FAX ADDITIONAL COPY OF THE DD250 TO: (586) 574-8047

CONTRACTOR MUST CONTACT DCMC PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.

DCMC STANDS FOR DEFENSE CONTRACT MANAGEMENT CENTER.

YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING INFORMATION FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 7 OF YOUR CONTRACT. YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACT OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTION YOUR ORDER.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0397 MOD/AMD	Page 4 of 14
--------------------	---	--------------

Name of Offeror or Contractor: FERROTEC USA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 0000-00-000-0000 FSCM: 00000 PART NR: VSG-Z17 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: MAGNETIC LIQUID (CC) PRON: J537H784EH PRON AMD: 01 ACRN: AA AMS CD: BJE001 CUSTOMER ORDER NO: J53BJE01EHIS FMS CASE IDENTIFIER: IS-B-BJE  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BISK4N33034118 BA2BJE L BISK00 3 PROJ CD BRK BLK PT BIS002 DEL REL CD QUANTITY DEL DATE 001 70 27-FEB-2004  FOB POINT: Origin  SHIP TO: <u>Contact DCMA for shipping instructions</u>  MARK FOR: GOVT OF ISRAEL MINISTRY OF DEFENSE MAZLACH ISRAEL  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0397/0000  DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 BISK4N33184135 BA2BJE L BISK00 3 PROJ CD BRK BLK PT BIS002 DEL REL CD QUANTITY DEL DATE 001 190 27-FEB-2004  FOB POINT: Origin  SHIP TO: <u>Contact DCMA for shipping instructions</u>	260	EA	\$ 127.50000	\$ 33,150.00

Name of Offeror or Contractor: FERROTEC USA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>MARK FOR: GOVT OF ISRAEL</div> <div>MINISTRY OF DEFENSE</div> <div>MAZLACH</div> <div>ISRAEL</div> <div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>W56HZV-04-P-0397/0000</div>				

SERVICE			ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	AA	9711 X8242ISO1X6D1000BJE 001252GISS20113	W56HZV	\$ 33,150.00
			TOTAL	\$ 33,150.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0397 MOD/AMD	Page 7 of 14
Name of Offeror or Contractor: FERROTEC USA		

CONTRACT CLAUSES

2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
4	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
5	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
6	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
8	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
10	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
11	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

12	52.246-4005 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995
----	------------------------	--	----------

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

FERROTEC USA  
40 SIMON ST  
NASHUA NH 03060-3075

POC: DIANE SIZEMORE  
TELE: (603) 883-9800

[End of Clause]

13	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
----	-----------	----------------------------	----------

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on

**Name of Offeror or Contractor:** FERROTEC USA

copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on (date), the (insert Contractor's name) furnished the supplies or services called for by Contract number \_\_\_\_\_ via (Carrier) on (Identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quantity specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

[End of Clause]

ADDITIONAL REQUIREMENTS (TACOM) (NOV 1983)

(a) The Certificate of Conformance shall be executed by an official authorized to sign the contract.

(b) In addition to the required distribution of the Certificate(s) as set forth in FAR 52.246-15, the Contractor shall distribute an additional copy of each Certificate to the Procuring Contracting Officer.

[End of Requirements]

14 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT DEC/1991

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

15	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)	MAY/2002
----	--------------	--	----------

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-P-0397      MOD/AMD</p>	<p style="text-align: right;"><b>Page 9 of 14</b></p>
--	--	---

**Name of Offeror or Contractor:** FERROTEC USA

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
  - (i) This contract is a construction contract; or
  - (ii) The supplies being transported are-
    - (A) Noncommercial items; or
    - (B) Commercial items that-
      - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
      - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
      - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-P-0397 <b>MOD/AMD</b>	<b>Page 10 of 14</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** FERROTEC USA

- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

16                      TACOM                      DETENTION OF CARRIER'S EQUIPMENT                      SEP/1978

The Contractor and subcontractor(s) shall allow the prompt and convenient access of carrier's equipment to loading docks or platforms where the supplies to be shipped will be placed for loading. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

\*\*\*

17                      52.204-4005                      REQUIRED USE OF ELECTRONIC CONTRACTING                      DEC/2002

(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0397 MOD/AMD	Page 11 of 14
Name of Offeror or Contractor: FERROTEC USA		

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

18	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
----	------------------------	--	----------

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

19	52.215-4404 (TACOM)	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
----	------------------------	--	----------

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

20	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
----	------------------------	--	----------

At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0397 MOD/AMD	Page 12 of 14
Name of Offeror or Contractor: FERROTEC USA		

21            52.246-4009            INSPECTION AND ACCEPTANCE POINTS: DESTINATION            FEB/1995  
(TACOM)

Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION Acceptance: DESTINATION.

[End of Clause]

22            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

23            52.246-4040            INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION            APR/2000  
(TACOM)

The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

24            52.247-4004            MARKING REQUIREMENTS FOR EXPORT SHIPMENT            MAY/1986  
(TACOM)

Notwithstanding other requirements in this purchase order with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129N, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129N, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR AND WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced elsewhere in this purchase order.

\*\*\*

25            52.247-4016            HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS            JUL/2002  
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-P-0397      MOD/AMD</p>	<p style="text-align: center;"><b>Page 13 of 14</b></p>
--	--	---

**Name of Offeror or Contractor:** FERROTEC USA

CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

#### INSPECTION OF SUPPLIES - SIMPLIFIED NONSTANDARD ACQUISITION PROGRAM (SNAP)

Under this order, the Contractor orders, receives, inspects, and packs items by part number, i.e. Manufacturer's Part Number, Military Part Number/Technical Data Package, or Military Specification. In either case, the Contractor's inspection shall be limited to verification that the part number received is the part number ordered. The Contractor shall keep a record of all information regarding orders, (i.e. but not limited to, award of order, date of order/quantity and with whom placed, date of receipt of order/quantity and from whom, date of inspection and count of the item by contractor, and the date of shipment and how shipped. This record shall be held for one year after this order is terminated.

Notwithstanding the above, the Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this order.

The Government Representative shall determine the type and extent of Government inspection at the time of submission for acceptance, taking into account the criticality of the item presented and the inspection performed by the contractor. All items are to be new unless otherwise specified in the order. At a minimum, inspection of supplies offered for acceptance under this agreement shall consist of an examination by the Government to determine that the items:

- (i) conform with the purchase description as to type and kind;
- (ii) are present in the correct quantity;
- (iii) are not damaged;
- (iv) are operable, if operability is readily determinable; and
- (v) are correctly marked and packaged.

The Government Quality Assurance Representative (QAR) shall sign the contractor's prepared Material Inspection and Receiving Report (DD250).

#### INTERCHANGEABLE/REPLACEMENT ITEMS FOR PART NUMBERS (EXCLUDING COMMUNICATION AND AVIATION PARTS AND SUPPLIES)

Unless approved by the Contracting Officer in advance of award, Original Equipment Manufacture (OEM) must be provided. Substitution, interchangeable, and NON-OEM replacement parts are acceptable provided the item is the same in form, shape, fit, and function as the OEM product, it meets the physical characteristics of the original item, (i.e. volts, watts, ect), and the Contracting Officer has approved it in advance of award. The contractor's will identify on their quotes and on the Material Inspection and Receiving Report (DD250) the requested part number and the part number that is being provided. The contractor will be responsible for all items shipped that do not meet the performance characteristics of the requested item and replace the item at no cost to the Government or to the SA customer.

#### AVIATION PARTS

Aviation parts must be traceable to the OEM and must be FAA certified or conformance to a military specification demonstrated. Aviation items cannot be shipped under a Certificate of Conformance.

#### WARRANTY

1. When applicable, any warranty received from the Original Equipment Manufacturer (OEM) will be passed on to the user (country). The contractor shall include the warranty documents with the item required. A copy of the warranty shall also be furnished to the Contracting Officer and maintained in the purchase order file. See Block 5A of this order for address of the Contracting Office.
2. When requested, the contractor shall facilitate the Government & SA customer to insure that any warranty provisions are satisfied.

#### EXPORT LICENSE AND CUSTOMS CLEARANCE GUIDANCE FOR FMS CUSTOMERS

##### 50302 U.S. DOD SPONSORED SHIPMENTS OF FMS MATERIAL

A. U.S./DOD Exemption from Export Licensing. Under certain conditions, no license is required for the export of defense articles or defense services made by an agency of the USG. When DOD sponsored FMS material is shipped through the DTS or GBLs or other transportation documents, or by DOD-owned, controlled, or arranged transportation, with the destination country, the DOD is exempt from the requirement for an Export License and the completion of the Shipper's Export Declaration. Under no circumstances will these exemptions be extended to shipments made by a foreign government.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-P-0397      MOD/AMD</p>	<p style="text-align: center;"><b>Page 14 of 14</b></p>
--	--	---

**Name of Offeror or Contractor:** FERROTEC USA

B. Annotation of Transportation Documents. When DOD retains custody of the shipment and transportation responsibility until arrival of the shipment at the overseas port of discharge of the destination country, under the conditions defined above, and when movement is offered under Delivery Term Code 6, 7, and 9 all GBLs and other transportation documents issued to cover movement of such shipments will be annotated ( APPLICABLE MILITARY DEPARTMENT )

SPONSORED FOREIGN MILITARY SALES SHIPMENT-- NO EXPORT DECLARATION OR LICENSE REQUIRED 22 cfr 126-4(A) APPLICABLE . The signature of the issuing officer of the GBL/Document will serve as a certification of this statement. NOTE: Under no circumstances will this annotation be made on GBL(s) or other transportation documents for FMS shipments made through or by a forwarding agent or by any representative of a foreign country.

C. Reporting of FMS Export Shipments. All U.S./DOD sponsored shipments of FMS export material moving overseas within the DTS or under U.S./DOD auspices and control, identified by Delivery Term Codes 6, 7, and 9 will be reported monthly by MTMC to the Foreign Trade Report to satisfy the export date requirements of the U.S. Department of Commerce.

50303 SHIPMENTS OF UNCLASSIFIED FMS PURCHASED MATERIAL THROUGH COUNTRY REPRESENTATIVE OR FREIGHT FORWARDERS.

A. Policy. The Department of State has established policy and procedures in the ITAR, Section 126.6, relative to the permanent export of unclassified defense articles purchased on a government to government basis under the FMS program. This section of the ITAR provides for Form DSP-94 (Table 503-1) to be used instead of an export license for shipments through commercial channels of unclassified defense articles sold under the FMS program.

B. Country/freight Forwarder Requirements. To make use of DSP-94, freight, forwarders must be registered with the Office of Munitions Control (OMC), file a letter with OMC from the foreign embassy or government appointing them as forwarding agents for that government's shipments, and file a statement with the OMC assuming full responsibility for compliance with the ITAR.

C. Procedures are in Section 126.6 of the ITAR.

50304 FMS CUSTOMER RESPONSIBILITY.

A. General. Upon execution of an LOA, the foreign country authorized representative must file necessary documentation with the Department of State to permit legal export of FMS material from the U.S. by the country freight forwarder.

B. Export Customs Clearance. It is the foreign country's responsibility to obtain export customs clearance for all FMS material exported from the U.S. except when it is moved under USG auspices.

EVALUATION CRITERIA FOR SIMPLIFIED NONSTANDARD ITEM ACQUISITION REQUISITIONS (SNAP)

(a) Unless otherwise specified, award will be made to that offeror who has submitted the lowest price quotation.

(b) In making awards against urgent-requisitions, the Government reserves the right to select as the best value that quotation containing the best delivery terms, provided that (i) such terms are significantly superior to those contained in other quotations, and (ii) any price premium that may be charged for the superior delivery is considered to be reasonable. In any event that delivery terms will be considered as part of the evaluation, the contractor will be notified per the request for quotations.

Maintenance of Shipping Documentation

All contractors participating in the Simplified Nonstandard Acquisition Program (SNAP) must maintain shipping documentation for two years from the date of shipment. All documentation should include the 14 digit document number and be clear and easy to read. The required documentation would include items such as Material Inspection and Receiving Report (DD250), Government Bill of Lading (GBL) and private company shipping records.

H-516 "Use of Government Owned Facilities on a Rent Free Basis".

\*\*\* END OF NARRATIVE I 001 \*\*\*